

# FOIA Electronic Reading Room

## Document Coversheet

**Document Description:** Contract N68936-04-D-0006

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Commander (Code K00000D FOIA)  
Naval Air Warfare Center Weapons Division  
1 Administration Circle Stop 1009  
China Lake, CA 93555-6100.

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1   41	
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-04-D-0006		3. EFFECTIVE DATE 09 Jun 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010073689			
5. ISSUED BY CDR NAWCWD CODE 230000E ATTN: P. MELANSON (805) 989-8982 5751 <sup>st</sup> AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049		CODE N68936		6. ADMINISTERED BY (If other than Item 5) DCMA DCMAO SPRINGFIELD BLDG. 1 ARDEC PICATINNY NJ 07806-5000		CODE S3101A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ITT AVIONICS DANIEL J. SULLIVAN 100 KINGSLAND ROAD CLIFTON NJ 07014-1993				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 28527		FACILITY CODE					
11. SHIP TO/MARK FOR CODE				12. PAYMENT WILL BE MADE BY CODE HQ0337			
<b>SEE SCHEDULE</b>		12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER & MOCAS NORTH ENTITLEMENT OPERS PO BOX 182266 COLUMBUS OH 43218-2266					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$24,980,088.00</b>	
<b>16. TABLE OF CONTENTS</b>							
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-04-R-0007-0001 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER HENRY G KELLEY / PROCUREMENT CONTRACTING OFFICE			
19B. NAME OF CONTRACTOR  BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA  BY  (Signature of Contracting Officer)		20C. DATE SIGNED 09-Jun-2004	

SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

**FOR YOUR INFORMATION:** The following addresses and point of contacts are provided:

Name: Patrice Melanson  
Phone: (805) 989-8982  
DSN: 351-8982  
FAX: (805) 989-3656  
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COMMANDER  
CODE 254300E (Patrice Melanson – 805/989-8982)  
NAVAIRWARCENWPNDIV  
575 "I" AVE SUITE 1  
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER  
CODE 254300E (Patrice Melanson)  
NAVAIRWARCENWPNDIV  
BLDG 65, RM 1-MAILROOM  
POINT MUGU, CA 93042-5049

## SECTION B Supplies or Services and Prices

ITEM NO DESCRIPTION  
0001

Engineering Support Services – Support services such as anomaly investigations for hardware and software; Operational Flight Program, User Data File Generator/Mission Data File Generator and other software tools development, documentation and testing; government laboratory and flight test support; software and hardware tools and facilities development; hardware maintenance and repair; and training.

ESTIMATED COST \$23,803,601

FIXED FEE \$ 1,176,487

COST PLUS FIXED FEE \$24,980,088

0002 Data in accordance with Contract Data Requirement List (CDRL), DD Form 1423. Not Separately Priced

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (SEP 1999)**

(a) The level of effort estimated to be ordered during the term of this contract is 158,300 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	Year One	Year Two	Year Three	Year Four	Year Five	Total
Hardware Engineer	4,000	4,000	3,000	2,000	2,000	15,000
Software Engineer*	12,000	10,000	9,000	8,000	7,000	46,000
Systems Engineer*	10,000	9,000	8,000	7,000	6,000	40,000
Junior Engineer	4,000	4,000	3,000	2,000	1,000	14,000
Configuration Mgt	2,000	2,000	1,500	1,000	1,000	7,500
Logistics Engineer	400	300	200	100	100	1,100
Test Engineer	7,000	5,000	3,000	2,000	2,000	19,000
Project Management	4,000	3,500	3,000	2,500	2,000	15,000
Clerical	500	500	300	200	200	1,700
Totals	43,900	38,300	31,000	24,800	21,300	159,300

\* Denotes Key Personnel labor categories

The government estimates material and travel as follows:

Other Direct Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Material	\$50,000	\$50,000	\$50,000	\$30,000	\$30,000	\$210,000
Travel	\$8,400	\$7,000	\$5,600	\$4,200	\$2,800	\$28,000



(b) Either FAR Clause 52.232-20, "Limitation of Cost" or FAR Clause 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) An estimated level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) can not be completed within the estimated cost, the Government will require more effort without increase in fee, provided the Government increases the estimated cost.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

(ii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

(iii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

#### **B.6A PAYMENT OF FIXED FEE**

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid at the rate of 5.0% of total costs less FCCM (if applicable). The percentage of fee applicable to task orders will be the same fee rate established in the basic contract.

## SECTION C Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**STATEMENT OF WORK FOR THE**  
**NAVAL AIR WARFARE CENTER WEAPONS DIVISION**  
**TACTICAL AIRCRAFT ELECTRONIC WARFARE JAMMER SUPPORT**

**1.0 SCOPE****1.1 Background**

The Naval Air Systems Command (NAVAIR) has provided for the development and production of electronic warfare (EW) systems. Jammers are an integral part of the EW systems on tactical aircraft. Support for the development and test of operational flight programs and software tools is required for sustainment of the jammers. The AN/ALQ-165 is an internally mounted Electronic Protection (EP) system designed to counter modern Pulse, Pulse Doppler (PD), and CW radar guided threats. The AN/ALQ-214, also known as the Radio Frequency Countermeasures (RFCM) System is a joint Navy/Air Force program (Navy-lead) that provides the F/A-18E/F with a Fiber Optic Towed Device (FOTD), designated the AN/ALE-55, capable of jamming or decoying radar guided air-to-air and surface-to-air weapon systems.

**1.2 Contract Scope**

This statement of work (SOW) describes the engineering support services and products that the Tactical Aircraft Electronic Warfare Integrated Program Team (TACAIR EW IPT) located at the NAVAIR Point Mugu, CA and China Lake, CA requires to support software and systems engineering, total configuration management, and Operational Flight Program (OFP) and software tools development and testing for the Navy. The TACAIR EW IPT is designated the System Support Activity (SSA) for Navy TACAIR EW systems and has the responsibility for integrating the jammers with other EW systems already under their cognizance. Services required are: investigation of anomalies, software engineering, systems engineering, support tools and facilities development, and documentation.

**2.0 Applicable Documents**

This section lists the documents that shall provide a basis for the services and products requested herein. As with all programs, these documents may be updated and it is incumbent upon the Government to ensure that the Contractor is provided the latest version if the Contractor does not already have the document via other contracts.

**2.1 Government Documents**

The following documents are applicable to this effort (please note that MIL-STD's are included as they were part of the original development contract, are part of the existing Performance Specifications, and are designated if they are required or provided for guidance only):

Document Number	Date	Title	Required or Guidance
AS-6054 Rev. 3	28 Apr 99	Integrated Defensive Electronic Countermeasures System (IDECM) RF Subsystem Performance Specification	Required
MIL-C-	28 Aug 86	Military Specification Countermeasures Set	Required

85022C(AS)		AN/ALQ-165(V)	
MIL-C-85022C(AS) Amend 2	1 Apr 88	Military Specification Countermeasures Set AN/ALQ-165(V)	Required
94117-3100650 rev G	Mar 2003	System Segment Specification for the Integrated Defensive Electronic Countermeasures (IDECM) Radio Frequency Countermeasures (RFCM) System	Required
AS-5534B	16 Dec 94	Detail Specification for the Advanced Airborne Expendable Decoy	Required
AS-4166	6 Jun 82	Cartridge Impulse, CCU-41/B	Required
EW-PRSS-001A	30 Oct 00	Naval Air Warfare Center Weapons Division TACAIR EW IPT Process Manual	Guidance
S5513.8B-31	13 Apr 98	Security Classification Guide for Countermeasures Set, AN/ALQ-165, Airborne Self Protection Jammer (ASPJ)	Required
S5513.8B	5 Aug 99	Security Classification Guide for Integrated defensive Electronic Countermeasures (IDECM) Radio Frequency Countermeasures (RFCM) Subsystem AN/ALQ-214	Required
Volume 6	9 Jan 98	IDECM Interface Control Document	Required
MIL-STD-2217	28 Oct 88	Memory Loader Verifier (MLV), Military Standard Requirements for Memory Loader/Verifier Multiplex Bus Interface with Avionics Systems	Required
	29 Nov 95	CD-108/ALE Controller Dispensing Set Interface Requirements Specification	Required
ITTAV 2662613 Rev. B	12 Feb 88	HARM/Jammer ICD	Required
ITTAV 2662616 Rev. A	Oct 88	HARM/Jammer Interface Control Document, Classified Supplement	Required
13EI SSDD	14 Mar 97	IDECM Integration Phase 1 System/Segment Design Document (For Information Only)	Guidance
DoD 5220.22-M	January 95	National Industrial Security Program Operating Manual	Required
DoDD 5230.24	18 Mar 87	Distribution Statements on Technical Documents	Required
DoDD 5230.25	18 Aug 95	Withholding of Unclassified Technical Data from Public Disclosure	Required

## 2.2 Non-Government Documents

The following documents are applicable to this effort and are designated if they are required or provided for guidance only in the execution of the tasks requested herein:

Document Number	Date	Title	Required or Guidance
MDC A3838 Rev. B	1 Oct 76	F-18 Avionics Multiples Design Specification	Guidance
ICD-F/A-18E/F-024	31 Oct 01	Interface Control Document for the F/A-18E/F Defensive Electronic Countermeasures (DECM) Jammer And Towed Decoy Systems	Required
3410AS107		Segment Specification for the CD-108/ALE Controller, Dispenser Set	Required
3410AS121	17 Jan 01	Integrated Multi-Platform Launch Controller	Required

		Segment Specification	
GSO-46131-A005	6 Mar 98	Interface Requirements Specification for the Integrated Multi-Platform Launch Controller (IMPLC)	Required
GSO-46131-A007	6 Mar 98	Software Requirements Specification for the Operational Flight Program CSCI of the Integrated Multi-Platform Launch Controller	Required
GSO-454810A01F Rev. D	15 Nov 97	Interface Requirements Specification (IRS) for the CD-108/ALE Controller, Dispensing Set	Required
GSO-45481-A01E + approved SCN's	15 Nov 97	Software Requirements Specification (SRS), Volumes 1 & 2 for the CD-108/ALE Controller, Dispensing Set	Required
94117-3100664	Nov 96	Software Requirements Specification/Interface Requirements Specification (SRS/IRS) for the Electronic Warfare Integration Control Computer Software Configuration Item (CSCI) of the Integrated Defensive Electronic Countermeasures (IDECM)	Required
CMU/SEI-93-TR-24 ESC-TR-93-177	Feb 93	Capability Maturity Model for Software, Version 1.1	Guidance
CMU/SEI-2002-TR-011	1 Mar 02	CMMI <sup>SM</sup> for Systems Engineering/Software Engineering/Integrated Product and Process Development/Supplier Sourcing, Version 1.1, Continuous Representation	Guidance
ANSI/ISO/ASQ Q9001-2000	2000	Quality Management Systems: Requirements	Guidance
J-STD-016-1995	Jan 96	Standard for Information Technology Software Life Cycle Processes Software Development Acquirer-Supplier Agreement	Guidance

### 3.0 Requirements

This section shall describe the requirements to be further specified in a task order SOW.

#### 3.1 General

The Contractor shall perform engineering support services to be specified in task order SOW's and include: anomaly investigations for both hardware and software; OFP, User Data File Generator (UDFG)/Mission Data File Generator (MDFG), and other software tools development, documentation, and testing; Government laboratory and flight test support; software and hardware tools and facilities development; and training. Work may be accomplished at the Contractor's own facility, a Government facility or activity, or another Contractor's facility, to be defined in the task order SOW's.

#### 3.2 Detailed Tasks

This section shall provide specific information on the tasks that will be requested in task order SOWs.

##### 3.2.1 Anomaly Investigations

The Contractor shall review anomaly reports, test data, test reports, and other written material in an effort to provide a report to the Government on the suspected cause of the anomaly, the hardware and/or software unit suspected to be non-compliant with specifications, the recommended course of action, and to propose additional investigation, if required. Analysis of the anomaly may require additional laboratory or flight-testing and shall be proposed as defined

in the task order SOW. The typical product shall be a Technical Report (contractor format is acceptable).

### **3.2.2 Software Development**

The Contractor shall produce software products consistent with in-house approved processes and in accordance with Software Engineering Institute Capability Maturity Model (SEI CMM) Level 3 processes as defined in *Capability Maturity Model for Software*, Version 1.1, dated February 1993. J-STD-016-1995, *Standard for Information Technology Software Life Cycle Processes Software Development Acquirer-Supplier Agreement*, should be considered as guidance when developing software products. Unless otherwise specified, software products shall be provided to the Government using the Form DD250.

#### **3.2.2.1 Operational Flight Program (OFP)**

The Contractor shall incorporate Government-approved System Anomaly Reports (SARs) or Software Trouble Reports (STRs) in the designated OFP baseline. All documentation that is impacted by the software change shall be updated and provided to the Government for approval and shall be provided in a format to be specified in the task order SOW. The Contractor may also be requested to provide technical assistance for Government OFP changes. Unless otherwise specified, the OFP development shall be performed in the Contractor's facilities.

#### **3.2.2.2 UDF Generator (UDFG)/MDF Generator (MDFG)**

The Contractor shall provide UDFG/MDFG software and supporting documentation as required. The Contractor shall maintain the software and hardware for the Government's UDFG/MDFG. All changes shall be approved by the Government before incorporation and be fully documented and tested.

#### **3.2.2.3 Systems Engineering**

The Contractor shall provide systems engineering support in the development of requirements, the translation of requirements into engineering solutions, the implementation of hardware and software solutions, integration of the jammer with other avionics and EW systems, and laboratory and flight testing. Support will be at the Contractor's facilities, Government facilities and activities, and other Contractors' facilities.

#### **3.2.2.4 Software Tools**

The Contractor shall provide new or update existing software tools as specified in the task order SOW. This shall include the development of or update to supporting documentation. All changes shall be approved by the Government before incorporation and be fully documented and tested. Unless otherwise specified, the software development shall be performed in the Contractor's facilities.

### **3.2.3 Facilities Development**

The Contractor shall provide engineering support to assist the Government in the development of software engineering, software testing, hardware testing, and software and hardware integration facilities. The Contractor shall provide assistance in the development of facilities specifications, facility plans, and maintenance plans.

### **3.2.4 Laboratory and Flight Test Support**

The Contractor shall provide engineering support in the preparation of test documentation, the conduct of testing, and the analysis of test data. This shall include ground testing of the system operation and performance while installed in the host aircraft. This may require testing with

Navy support equipment. This work may be done at the Contractor's facilities, Government facilities and activities, and other Contractors' facilities.

### **3.2.5 Training**

The Contractor shall provide training on jammer design and operational performance, as required. The Contractor shall provide training on the use of tools and support equipment. The Contractor shall provide training on the development of OFP's, and hardware firmware, as specified in task order SOW's. Task order SOW's shall provide detailed information on the type of training required, the numbers of personnel to be trained, the type and amount of training materials required, the level of experience for the intended audience, and the location for the training.

### **3.2.6 Quality Assurance and Configuration Management**

The Contractor shall provide a quality assurance (QA) program consistent with the processes described in ISO 9001. QA and Configuration Management processes shall be consistent with *Capability Maturity Model for Software*, Version 1.1, dated February 1993, or maintain a process improvement framework consistent with the *CMMI<sup>SM</sup> for Systems Engineering/Software Engineering/Integrated Product and Process Development/Supplier Sourcing, Version 1.1, Continuous Representation*, dated 1 March 2002.

### **3.2.7 Meetings, Telephone Conference Calls, and Video Teleconferences**

The Contractor shall host or participate in meetings, telephone conference calls (TCC), and video teleconferences (VTC's) for the purpose of, but not limited to: exchanging technical information, discussing status, reviewing requirements, and planning. The meetings shall include, but are not limited to: Program Management Reviews (PMR's), Computer Resources Working Group (CRWG) meetings, Technical Review Boards (TRB's), Software Change Review Boards (SCRB's), Test Plan Working Groups (TPWG's), Interface Control Working Groups (ICWG's), and Technical Coordination Meetings (TCM's). The Contractor shall provide personnel with the appropriate technical expertise and skills, dependent upon the purpose of the meeting, TCC, or VTC.

### **3.2.8 Security**

The Contractor shall follow the Security Classification Guides for the AN/ALQ-165 or AN/ALQ-214 when classifying hardware, software, and documentation. The Contractor shall provide personnel with the appropriate security clearance levels for the work to be performed. All personnel proposed to perform this effort must have an appropriate clearance on file at the Naval Air Warfare Station Security Office, Code 834000E, and telephone (805) 989-7670. Access to SECRET information is required in the performance of this contract and shall be in accordance with *National Industrial Security Program Operating Manual* (NISPOM), DoD 5220.22-M, dated January 1995. The Contractor shall provide for the security of the information, hardware, and software in accordance with the NISPOM. Technical documentation shall be marked with the appropriate classification levels and shall include a distribution statement as defined in *Distribution Statements on Technical Documents*, DoDD 5230.24, dated 18 March 1987. The Contractor shall employ Operational Security (OPSEC) measures to control unclassified information that could be considered mission/program sensitive in accordance with the attached DD Form 254. Unclassified technical information shall be protected from disclosure to unauthorized personnel in accordance with *Withholding of Unclassified Technical Data from Public Disclosure*, DoDD 5230.25, dated 18 August 1995.

## **4.0 Deliverables**

This section shall describe the products that may be requested in support of this contract. While this list covers the majority of the products, individual task orders may include additional products, which will be fully defined in the SOW for that task order. Requested deliverable products are described using DD Form 1423-1, *Contract Data Requirements List* (CDRL). Contractor format will be given preference in an effort to secure best value products.

### **4.1 Monthly Status Reports**

The Contractor shall provide monthly progress and status reports in accordance with CDRL A001 and this paragraph. Each monthly report shall provide a summary of expenditures in accordance with the individual task order requirements. This summary shall show the planned expenditures over the life of the task order, comparing planned to actual expenditures. Deviations  $\pm 10\%$  of the planned expenditures will be explained. Technical tasking progress will be summarized to include accomplishments, compliance to schedules, issues, problems, and risks to completion of the contracted effort. Earned value management reporting can be requested as described in individual task orders.

#### **4.2 Technical Reports**

Contractor format for technical reports shall be acceptable with the provision as a minimum they include the following: table of contents, executive summary, purpose, technical discussion, and summary. Technical reports shall be supplied in accordance with CDRL A002.

#### **4.3 Hardware**

The Contractor shall provide hardware in accordance with the requirements stated in the individual task order SOW's. Hardware shall be provided to the Government for acceptance using the DD Form 250 and as specified in the task order SOW.

#### **4.4 Software**

The Contractor shall provide software products produced in accordance with the requirements specified in paragraph 3.2.2 and its subparagraphs. Software shall be provided to the Government for acceptance using the DD Form 250 and as specified in the task order SOW. Media format shall be described in the task order SOW.

#### **4.5 Product Documentation**

Contractor format for product documentation shall be acceptable with the provision that as a minimum they include the following: description of the product, scope of the document, risks associated with the use of the product, and limitations to the product as delivered. An exception to this shall be the delivery of change pages to existing documents previously developed by the Contractor. In the event that change pages are requested in the task order, the Contractor shall ensure that it is clear what in the original text was changed or removed (the "was") and what in the newly issued page is added or updated (the "is"). Product documentation shall be supplied in accordance with CDRL A003.

#### **4.6 Trip Reports/Meeting Minutes**

The Contractor shall provide trip reports for travel executed under this contract, as required. Trip reports shall be supplied in accordance with CDRL A004. The Contractor shall take and distribute minutes for meetings held at their facility or when requested at other sites. Meeting minutes shall be supplied in accordance with CDRL A005.

### **5.0 Special Considerations**

#### **5.1 Government Furnished Equipment (GFE)**

GFE will be provided to the Contractor as identified in the individual task orders.

#### **5.2 Government Laboratories**

The Government will furnish access to laboratories outside of the Contractor's laboratories, on an as-needed basis; however, the Government reserves the right to control laboratory schedule and use of



documentation and information required for the performance of this contract. The Government shall supply the Contractor with information on where and how to send Contractor personnel security clearances when visiting these laboratories. Should there be additional forms for the use of Contractor equipment in the laboratory, the Government shall provide the procedures and forms to the Contractor.

## **6.0 Travel**

The Contractor shall be required to perform travel to accomplish the requirements of this contract, as specified in individual task orders.

Clauses Incorporated By Full Text

### **C.2 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS**

(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information, when applicable:

(1) Identification of Elements

- (i) Title ("Level of Effort, Progress and Status Report")
- (ii) Contract, Invoice and Control Numbers
- (iii) Contractor's Name and Address
- (iv) Date of Report
- (v) Reporting (invoicing) Period
- (vi) Name of Individual Preparing Report

(2) Description of Elements

- (i) Description of progress made during the reporting period, including problem areas encountered, and recommendations.
- (ii) Results obtained relating to previously identified problem areas.
- (iii) Deliverables completed and delivered.
- (iv) Extent of subcontracting and results achieved.
- (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
- (vi) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals \* utilized and the amount of labor hours expended by each.
- (vii) Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.
- (viii) Materials and other direct cost items expended in performance of the contract during the reporting period.
- (ix) Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

(b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.

(c) Distribution of the report shall, as a minimum, be one (1) copy to the Contract Administration Office and one (1) copy to the Contracting Officer's Technical Representative. Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

### **C.15 UNCOMPENSATED OVERTIME/COMPETITIVE TIME REPORT**

If the contractor proposed the use of uncompensated overtime/competitive time, the contractor shall submit a monthly report that provides:

- (a) The number of uncompensated hours incurred, by individual; and
- (b) A description of the tasks performed during the uncompensated hours. One copy shall be submitted to Contracting Officer, NAWCWD Contracting, Code 254300E, 575 I Avenue, Suite 1, Point Mugu, CA 93042-5000 and one copy to the Contracting Officer's Representative.

### **C.18 SEGREGATION OF COSTS AND INVOICE REQUIREMENTS**

(a) The contractor shall segregate costs incurred under this contract at the lowest level of performance, either by tasks or by subtask, rather than only on a Contract Line Item Number (CLIN) or total contract basis and shall submit

invoices reflecting costs incurred at that level. In addition, the contractor shall submit invoices containing summaries or work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date.

(b) When there is more than one line of accounting, the Government will ascribe each ACRN preceding the accounting citation in the contract or a particular CLIN. The Government will pay contractor invoices by charging only an ACRN corresponding to the CLIN invoiced. Accordingly, when there are many lines of accounting, the Government will fund each CLIN separately and it will summarize the funding level for each CLIN. The contractor's invoices shall state separate incremental and cumulative amounts for each CLIN with further segregation by task and subtask showing each element of cost.

(c) Invoices shall contain the following cost elements by schedule and include supporting detail.

(d) Invoice summary for current billing period and cumulative.

(Schedule A) - Direct Labor	\$
(Schedule B) - Material	\$
(Schedule C) - Travel	\$
(Schedule D) - Other Direct Charges	\$
(Schedule E) - Indirect Charges	\$
(Schedule F) - Adjustments	\$
TOTAL	\$
(Schedule G) - Outstanding Commitments	

#### Schedule A - DIRECT LABOR

Period Covered		Cumulative				
00-00-00		\$000				
Employee Identifier	Labor Category	Hours Worked Off-site **On-site	Unburdened *Rate	Burdened *Rate	Total Hours	Costs
		\$ _____ \$ _____	\$ _____	\$ _____	_____	\$ _____
TOTAL						

Direct labor rates shall be reported as both fully burdened and unburdened rates for the current period. The unburdened rate shall not include indirect costs, and shall reflect the actual rate paid. The cumulative period shall only reflect the fully burdened direct labor costs.

\*\*On-site work is considered to be work performed at a Government installation. Off-site work is work performed at the contractor's facility.

#### Schedule B - MATERIAL

\* Material charges shall be itemized and shall include the invoice number, date, total amount, company, purchase order number, and description of the item. A copy of the paid invoice shall be made available upon request.

#### Schedule C - TRAVEL

Travel charges shall be itemized and shall include the dates of travel, names of individuals traveling, destination, purpose, and total cost. A copy of the travel voucher shall be made available upon request. Copies of back-up receipts need not be submitted; however, they should be retained and are subject to review.

#### Schedule D - OTHER DIRECT CHARGES

Other direct charges shall be itemized. Copies of invoices shall be available upon request. Subcontractor invoices shall be in the same format and require the same detail.

#### Schedule E - INDIRECT CHARGES

Indirect charges include those charges based upon a rate that is subject to verification by DCAA at contract closeout.

#### Schedule F - ADJUSTMENTS

Current fiscal year invoice adjustments shall be shown in this section along with the justification. Adjustments shall pertain to prior fiscal years shall be invoiced separately.

**Schedule G - OUTSTANDING COMMITMENTS**

Any authorized expenditures that remain unpaid but will be reimbursed pending the receipt of a supplier invoice or travel claim shall be shown in this section.

(e) Invoices that must be segregated by CLIN can either have the CLINs itemized on each schedule or each CLIN can be presented individually. The contractor is not authorized to claim or will the Navy pay for direct costs associated with preparation of an invoice.

(f) Program management/support charges are limited to the first level supervisor. Program management hours above the supervisory level and other support hours not identified in the RFP must be explained in the proposal with a justification of the specific duties to be performed. The costs shall not be permitted without approval of the contracting officer.

**C.33 CONTRACT DATA REQUIREMENTS LIST**

Item 0002 shall be in accordance with the attached Contract Data Requirements List (CDRL), DD Form 1423, dated 9 February 2004, Exhibit "A" of this contract.

**SECTION D Packaging and Marking****CLAUSES INCORPORATED BY FULL TEXT****5252.247-9503 MARKING OF WARRANTED ITEMS (NAVAIR) (MAR 1999)**

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Each item covered by a warranty shall have a written notice attached to or furnished with the warranted item, and marked with the following:

- (1) National stock number or manufacturer's part number.
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items).
- (3) Contract number.
- (4) Indication that a warranty applies.
- (5) Manufacturer or entity (if other than the contractor) providing the warranty.
- (6) Date or time when the warranty expires.
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

**5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22M.

(b) The contractor shall promptly display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded;
- (5) Name, code and activity of sponsoring individual.

**D-TXT-03 PACKAGING AND MARKING OF SHIPMENTS (APR 2002)**

The Contractor shall preserve, package and mark all shipments in accordance with ASTM (American Society of Testing and Materials) D3951-98, Standard Practice for Commercial Packaging.

**D-TXT-04 CLASSIFIED MATTER (APR 2002)**

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 attached to this contract.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7001	Warranty Of Data	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

**E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION) (APR 2002)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)**

(a) Definitions. As used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer

will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM	CONTRACT LINE DESCRIPTION	QUANTITY ITEMS
TOTAL	_____	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(a) The contract shall commence on 9 June 2004 and shall continue sixty months. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

**5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)**

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$150,000; the maximum quantity is \$20,000,000.

**5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) Contract Specialist: Daniel R. Mahan/Code 254300E; daniel.mahan@navy.mil

(2) Contracting Officer's Representative/Technical Representative – As designated in individual order.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses – See individual task order

**F-TXT-08 SHIPPING INSTRUCTIONS (POINT MUGU)**

SHIP TO: NAVAL BASE VENTURA COUNTY (NBVC)

Receiving Officer, Code N41VW/BLDG 65

N68936-04-D-0006

Point Mugu, CA 93042-5033

Failure to mark each shipping label and packing list as indicated above may result in return of shipment at your expense, or will cause a delay in processing your invoice for payment.

**RECEIVING DOCK HOURS ARE FROM 0800 TO 1530, MONDAY THROUGH THURSDAY EXCLUDING HOLIDAYS WHEN THE RECEIVING DOCK WILL BE CLOSED.**



## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## Accounting And Appropriation Data

The Contracting Officer possesses adequate minimum funds, as required herein, to award the contract. Minimum funds will be obligated at the time of task order award.

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the Defense Contract Audit Agency (DCAA) at the following address: Northern New Jersey Branch Office, Building 350 South, Picatinny Arsenal, Picatinny, NJ 07806-5000 unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to Commander, Code 454300E (Attn: Barbara Williams), 575 I Avenue, Suite 1, Point Mugu, CA 93042-5000 and to Commander, Code 254300E (Attn: Patrice Melanson), 575 I Avenue, Suite 1, Point Mugu, CA 93042-5000. Following verification, the DCAA auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)
  - (3) Accounting Classification Reference Number (ACRN)
  - (4) Payment terms
  - (5) Procurement activity
  - (6) Date supplies provided or services performed
  - (7) Costs incurred and allowable under the contract
  - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",  
 \_\_\_\_ is required with each invoice submittal.  
 \_\_\_\_ is required only with the final invoice.  
 XXX is not required.

- (f) A Certificate of Performance  
 \_\_\_\_ shall be provided with each invoice submittal.  
 XXX is not required

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with

CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

**5252.232-9503 INVOICE INSTRUCTIONS (NAVAIR) (MAR 1999)**

(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to Commander, NAWCWPNS Code 254300E, 575 I Avenue, Suite 1, Point Mugu, CA 93042-5000.

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment, dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS Clause 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

**5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (AUG 1998)**

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dfas.mil/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (MAY 1998)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to: The DCMA office identified on Standard Form 26, Page 1, Block 6.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: None.

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the Naval Air Systems Command shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by the Naval Air Systems Command, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).

(4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

(b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

Ms. Mari Bangs, Code 454200E, (805)989-3426.

(c) Paying Office. The disbursing office that will make payments is designated as follows:

See DFAS Office identified on Standard Form 26, Page 1, Block 12.

(d) Remittance Address. The address to which payments should be mailed by the Government is:

## 7.0 ITT Avionics

Department D947  
P. O. Box 361377  
Columbus, OH 43216-1377

Bank Account for EFT

{ 6 (4) }

### G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION (APR 2002)

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: Daniel.Sullivan@itt.com

### G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

Defense Security Service, \* is hereby assigned administrative responsibility for safeguarding classified information.

\* Defense Security Service  
Northeast Region  
938 Elkridge Landing Road  
Suite 300  
Linthicum, MD 21090

### G-TXT-13 COURTESY COPY OF INVOICE/VOUCHER (SEP 2003)

A courtesy copy of each invoice/voucher processed for payment will be sent to:

COMMANDER  
CODE 254300E  
Naval Air Warfare Center Weapons Division  
Point Mugu, CA 93042-5000

### G-TXT-21 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (APR 2002)

This contract has multiple accounting classification citations. When such segregation of costs by ACRN is not possible for invoices / vouchers, such as CLINS/SLINS with more than one ACRN, payment will be made using the following method:

- [X] Payment will be made from each ACRN in the order they are assigned. (i.e, pay from ACRN: AA then from ACRN: AB, etc.)
- [ ] Payment will be made from ACRN with the earliest available fiscal year funding source and then in the order the ACRNs were assigned within the fiscal year funding. In the case of 97X appropriations, the notes under the line of accounting may indicate the fiscal year of the original source of the funding.
- [ ] Payment will be made from ACRN with the earliest available fiscal year funding source and then on a proportional basis across all of accounting classification citations for the fiscal year. The allocation ratio shall be established in the same ratio as the obligations cited in the accounting data for each fiscal year. When there are adjustments to the funding, the payment office will have to recompute the ratio based on

amount of unliquidated obligated funding available for payment. In the case of 97X\_\_\_\_ appropriations, the notes under the line of accounting may indicate the fiscal year of the original source of the funding.

- [ ] Payment will be made on a proportional basis across all of accounting classification citations. The allocation ratio shall be established in the same ratio as the obligations cited in the accounting data. When there are adjustments to the funding, the payment office will have to recompute the ratio based on amount of unliquidated obligated funding available for payment.

## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

**252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)**

(a) The Contractor shall provide an annual report --

- (1) For all DoD property for which the Contractor is accountable under the contract;
- (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
- (3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

**5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (JULY 2003)**

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page. For questions regarding the site, you may contact the Special Assistance Desk at (215) 697-2179. Requests may also be made by FAX and must contain each desired AMSDL, DID, or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L) and the requestor's complete mailing address. A maximum of one (1) copy of each document will be issued. Requests should be faxed to (215) 697-1462.

**5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (DEV) (DEC 2001)**

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, or alternate Friday, then such holiday shall be observed by the assigned Government employees at the using activity.

(c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal work week for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.

(d) No deviation in the normal work week will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

**5252.216-9500 UNILATERAL UNPRICED DELIVERY/TASK ORDERS (NOV 1999)**

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Ordering Officer may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilateral unpriced order that establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order.

(e) Failure to arrive at an agreement shall be handled as a dispute in accordance with the clause entitled "Disputes".

#### **5252.216-9502 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (MAR 1999)**

Upon determination that funds are available, oral orders may be placed providing the following are complied with:

(a) No oral order will exceed \$100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) Contractor will furnish with each shipment a delivery ticket, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with proof of delivery or receipt.

(d) Ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the contractor.

(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

#### **5252.216-9534 TASK ORDERS PROCEDURES (SEP 1999)**

(a) The following activity is designated as the Ordering Officer: Naval Air Warfare Center Weapons Division, Point Mugu, CA 93042-5000.

The above activity is responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$10,000, the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

- (A) notify the Ordering Officer immediately,
- (B) submit a proposal for the work requested in the task order,
- (C) not commence performance until such time that differences between the task order and the contractor's

proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds" are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within 7 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 7 working days from the time of the oral communication amending the order.)

**5252.219-9500 INCENTIVE SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 1999)**

The contractor has established, in his subcontracting plan, the following goals for awards to small business, small disadvantaged business and women owned business concerns:

- (a.) 59.4% of the total planned subcontract amount of \$3,263,494 to small business concerns.
- (b.) Zero percent of the total planned subcontract amount of to HUBZONE small business concerns,
- (c.) 5.0% of the total planned subcontract amount of \$3,263,494 to small disadvantaged business concerns, and
- (d.) 6.5% of the total planned subcontract amount of \$3,263,494 to women-owned small business concerns.
- (e) 0.9% of the total planned subcontract amount of \$3,263,494 to Veteran owned small business concerns.

**5252.227-9501 INVENTION DISCLOSURES AND REPORTS (MAY 1998)**

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Office of Counsel, Code 7710000D  
Naval Air Warfare Center Weapons Division  
575 I Avenue, Suite 1  
Point Mugu, CA 93042-5049

(c) The above-designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (MAR 2000)**

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor



shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

#### **5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(SEP 1999)**

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or maternity leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

**5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract; the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

H.G. Kelley  
575 I Avenue, Suite 1  
Point Mugu, CA 93042-5049  
Phone: 805/989-1943

**H-TXT-02      DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (APR 2002)**

(a) The Contracting Officer has designated:

Name: Barbara Williams

Code: 454300E

Mail Address: 575 I Avenue, Suite 1, Point Mugu, CA 93042-5049

Telephone Number: 805/989-5221

as the authorized Contracting Officer's Representative (COR) for this contract/order.

(b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

**H-TXT-03      DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT (APR 2002)**

(a) The Contracting Officer hereby designates the following as Technical Assistant for this contract:

NAME: \* \_\_\_\_\_

CODE: \* \_\_\_\_\_

MAIL ADDRESS: \* \_\_\_\_\_

\* \_\_\_\_\_

TELEPHONE NO.: \* \_\_\_\_\_

(b) The above person is responsible for monitoring the technical performance and progress of this contract and should be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer.

(c) When, in the opinion of the Contractor, the technical assistant or any other Government representative requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing.

(d) On all problems that pertain to contract terms and conditions, the Contractor shall contact the Contracting Officer.

\* To be specified in individual orders.

**H-TXT-11      OVERTIME CEILING (JUN 2002)**

(a) No more than 0 hours of overtime are available for use on this task order.

(b) All overtime expenditures must be authorized in writing by the Technical Assistant (TA), COR and Contracting Officer, prior to expenditure of the overtime hours.

(c) Overtime use is authorized to cover the following conditions only:

(1) To cope with emergencies such as those resulting from accidents, natural disasters, or sporadic and unavoidable disruptions to productivity, which are outside the contractor's control.

(2) To support tests, procedures, or operations which cannot reasonably be interrupted or completed otherwise.

(3) To cover task requirements which necessitate the expenditure of overtime to lower overall costs to the Government. When requesting the Contracting Officer's authorization under this condition, the Technical Assistant will justify in writing how overall costs to the Government will be lowered by paying the overtime premium associated with overtime labor hours.

(d) Review of emergency overtime requirements will be accommodated if an overtime request signed by the TA or COR is submitted to the CO on the next business day after the overtime effort begins. If review results in a finding that the overtime worked is not appropriately charged to the task order, or that the overtime was otherwise worked outside the limits set in this task order clause, then the overtime will not be approved, and cannot be charged to this task order.

**H-TXT-12 SECURITY CLASSIFICATION AND CONTROL (JUN 2002)**

- (a) This task may involve information up to the security classification of SECRET.
- (b) Shared Access: The Contractor shall perform and adhere to the Security responsibilities defined in the task order statement of work.

**H-TXT-15 DESIGNATION OF CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (OCT 2002)**

- (a) The Contracting Officer has designated:

Name: Judy Smith

Code: 741000E

Mail Address: 575 A Avenue, Suite 1, Point Mugu, CA 93042

Telephone Number: 805/989-7859

as the authorized Contracting Officer's Security Representative (COSR) for this contract/order.

- (b) The Contracting Officer's Security Representative (COSR) is responsible for the security administration of this contract as required by SECNAVINST 5510.36, Department of the Navy Information Security Program (ISP) Regulation.

(c) The COSR is responsible for signing the Contract Security Classification Specification (DD 254), and revisions thereto. The COSR shall ensure that the industrial security functions specified in chapter 11 of SECNAVINST 5510.36 are accomplished when classified information is provided to industry for performance on a contract.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996

	Infringement	
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-14	Rights in Data--General	JUN 1987
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
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#### CLAUSES INCORPORATED BY FULL TEXT

##### **52.216-8            FIXED FEE (MAR 1997)**

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

##### **52.216-19           ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50 man-hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of contract value;

(2) Any order for a combination of items in excess of contract value; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days.

#### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor during the life of the contract.

#### **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### **52.248-1 VALUE ENGINEERING (FEB 2000)**

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.



## (b) Definitions.

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either--

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon--

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate

Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	25	25
Incentive (fixed-price or cost)(other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement ([includes cost-plus-award-fee; excludes other cost-type incentive Contracts])	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by--

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value-engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract \_\_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: [www.arnet.gov/far/](http://www.arnet.gov/far/) or [www.farsite.hill.af.mil/](http://www.farsite.hill.af.mil/)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## SECTION J List of Documents, Exhibits and Other Attachments

## Section J Table Of Contents

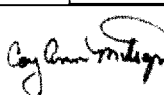
DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data	05	09 FEB 2004
	Requirements List		
	(CDRL) DD Form 1423		
Attachment 1	Contract Security	28	JUN-09-2004
	Classification		
	Specification, DD Form		
	254		
Attachment 2	Small Business	9	9 JUN 2004
	Subcontracting Plan		

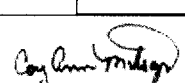
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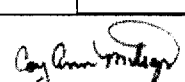


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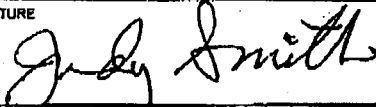


<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY TDP ____ TM ____ OTHER <u>X</u>		
D. SYSTEM/ITEM EW SYSTEMS		E. CONTRACT/PR NO. N68936-04-D-0006		F. CONTRACTOR		
1. DATA ITEM NO <b>A003</b>	2. TITLE OF DATA ITEM <b>TECHNICAL REPORT – STUDY/SERVICES</b>			3. SUBTITLE Product Documentation		
4. AUTHORITY (Data Acquisition Doc. No) DI-MISC-80508A		5. CONTRACT REFERENCE SOW Para 4.5		6. REQUIRING OFFICE NAWCWPNSDIV Code 41130GE		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED  See Blk 16	10. FREQUENCY See Blk 16	12. DATE OF 1st SUBMISSION See Blk 16		14. DISTRIBUTION	
8. APP CODE A		11. AS OF DATE See Blk 16	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16			
16. REMARKS  Block 4: Contractor format is acceptable. Classified versions shall be sent via mail in CD format. See SOW paragraph 4.5 for minimum content. Microsoft Word compatible.  Block 9: <u>Distribution Statement D</u> : Distribution authorized to DoD agencies and DoD Contractors Only; Administrative/Operational Use (2 Jun 2003). Other requests for this data shall be referred to NAWCWPNSDIV, Point Mugu, CA ATTN: Barbara Williams, email: barbara.williams@navy.mil  Blocks 12, and 13: Reports shall be submitted per task order SOW schedule.  <b>Block 14:</b> Email: henry.kelley@navy.mil, daniel.mahan@navy.mil Email: barbara.williams@navy.mil, mari.bangs@navy.mil, vincent.kinsch@navy.mil, tiffany.vannguyen@navy.mil		a. ADDRESSEE	b. COPIES			
			Draft	Final		
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				15. TOTAL		
G. PREPARED BY BARBARA WILLIAMS, COR Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5001		H. DATE 9 February 2004		I. APPROVED BY 		J. DATE 040209

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.								
A. CONTRACT LINE ITEM NO.			B. EXHIBIT A		C. CATEGORY TDP ____ TM ____ OTHER <u>X</u>			
D. SYSTEM/ITEM EW SYSTEMS			E. CONTRACT/PR NO. N68936-04-D-0006		F. CONTRACTOR			
1. DATA ITEM NO A004		2. TITLE OF DATA ITEM TECHNICAL REPORT			3. SUBTITLE Trip Report			
4. AUTHORITY (Data Acquisition Doc. No) DI-MISC-80508A			5. CONTRACT REFERENCE SOW Para 4.6		6. REQUIRING OFFICE NAWCWPNSDIV Code			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF 1st SUBMISSION See Blk 16		14. DISTRIBUTION			
8. APP CODE NA	See Blk16	11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		a. ADDRESSEE	b. COPIES		
					Draft	Final Reg      Repro		
16. REMARKS  Block 4: Contractor format is authorized. Report shall include a copy of any conference minutes.  Block 9: <u>Distribution Statement C</u> : Distribution authorized to DoD agencies and DoD Contractors Only; Administrative/Operational Use (2 Jun 2003). Other requests for this data shall be referred to NAWCWPNSDIV Point Mugu, CA ATTN: Barbara Williams, email: barbara.williams@navy.mil  Blocks 12, and 13: Reports shall be submitted per task order SOW schedule.  <b>Block 14:</b> Email: henry.kelley@navy.mil, daniel.mahan@navy.mil Email: barbara.williams@navy.mil, mari.bangs@navy.mil, vincent.kinsch@navy.mil, tiffany.vannguyen@navy.mil					See Blk 16			
15. TOTAL								
G. PREPARED BY BARBARA WILLIAMS, COR Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5001			H. DATE 9 February 2004		I. APPROVED BY 		J. DATE 040209	

CONTRACT DATA REQUIREMENTS LIST					Form Approved OMB No. 0704-0188			
(1 Data Item)								
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.								
A. CONTRACT LINE ITEM NO.			B. EXHIBIT A		C. CATEGORY TDP ____ TM ____ OTHER <u>X</u>			
D. SYSTEM/ITEM EW SYSTEMS			E. CONTRACT/PR NO. N68936-04-D-0006		F. CONTRACTOR			
1. DATA ITEM NO A005		2. TITLE OF DATA ITEM TECHNICAL REPORT – STUDY/SERVICES			3. SUBTITLE Meeting Minutes			
4. AUTHORITY (Data Acquisition Doc. No) DI-MISC-80508A			5. CONTRACT REFERENCE SOW Para 4.6		6. REQUIRING OFFICE NAWCWPNSDIV Code			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY See Blk 16		12. DATE OF 1st SUBMISSION See Blk 16		
8. APP CODE A		See Blk 16		11. AS OF DATE See Blk 16		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		
				a. ADDRESSEE		b. COPIES		
						Draft		
						Reg		
						Final		
						Repro		
16. REMARKS								
Block 4: Contractor format is acceptable.								
Block 9: <u>Distribution Statement C</u> : Distribution authorized to DoD agencies and DoD Contractors Only; Administrative/Operational Use (2 Jun 2003). Other requests for this data shall be referred to NAWCWPNSDIV Point Mugu, CA								
ATTN: Barbara Williams, email: barbara.williams@navy.mil								
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Email: henry.kelley@navy.mil, daniel.mahan@navy.mil								
Email: barbara.williams@navy.mil, mari.bangs@navy.mil, vincent.kinsch@navy.mil, tiffany.vannguyen@navy.mil								
15. TOTAL								
G. PREPARED BY BARBARA WILLIAMS, COR Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5001			H. DATE 9 February 2004		I. APPROVED BY 		J. DATE 040209	

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)</i>		<b>1. CLEARANCE AND SAFEGUARDING</b> <b>a. FACILITY CLEARANCE REQUIRED</b> <div style="text-align: center; border: 1px solid black; padding: 2px;"><b>SECRET</b></div>	
<b>Ref #</b> PM03-013 <b>Stub #</b>		<b>b. LEVEL OF SAFEGUARDING REQUIRED</b> <div style="text-align: center; border: 1px solid black; padding: 2px;"><b>SECRET</b></div>	
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>		<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>	
<input checked="" type="checkbox"/> <b>a. PRIME CONTRACT NUMBER</b> N68936-04-D-0007	<input checked="" type="checkbox"/> <b>a. ORIGINAL</b> <i>(Complete date in all cases.)</i> Date (Y/M/DA): 04/05/28	<input type="checkbox"/> <b>b. SUBCONTRACT NUMBER</b>	
<input type="checkbox"/> <b>c. FOR CITATION OR OTHER NUMBER</b> N68936-04-R-0007	<input type="checkbox"/> <b>b. REVISED</b> <i>(Supersedes all previous specs.)</i> Revision No. _____ Date (Y/M/DA): _____	<input type="checkbox"/> <b>c. FINAL</b> <i>(Complete item 5 in all cases.)</i> Date (Y/M/DA): _____	
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.			
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: In response to contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.			
<b>6. CONTRACTOR</b> <i>(include Commercial and Government Entity (CAGE) Code)</i>			
<b>a. NAME, ADDRESS, AND ZIP CODE</b> ITT INDUSTRIES/ITT AVIONICS/ AEROSPACE COMMUNICATIONS DIVISION 100 KINGSLAND ROAD CLIFTON, NJ 07014		<b>b. CAGE CODE</b> 1D522	
		<b>c. COGNIZANT SECURITY OFFICE</b> <i>(Name, Address, and Zip Code)</i> DEFENSE SECURITY SERVICE NORTHEAST REGION 838 ELK RIDGE LANDING ROAD SUITE 300 LINTHICUM, MD 21080	
<b>7. SUBCONTRACTOR</b>			
<b>a. NAME, ADDRESS, AND ZIP CODE</b>		<b>b. CAGE CODE</b>	
		<b>c. COGNIZANT SECURITY OFFICE</b> <i>(Name, Address, and Zip Code)</i>	
<b>8. ACTUAL PERFORMANCE</b>			
<b>a. LOCATION</b> SEE BLOCK 13		<b>b. CAGE CODE</b>	
		<b>c. COGNIZANT SECURITY OFFICE</b> <i>(Name, Address, and Zip Code)</i>	
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> THIS CONTRACT IS INTENDED TO PROVIDE ENGINEERING TECHNICAL SERVICES FOR ELECTRONIC WARFARE (EW) JAMMER SYSTEMS IN SUPPORT OF EW SOFTWARE SUPPORT ACTIVITY FUNCTIONS WITHIN THE TACTICAL AIRCRAFT EW INTEGRATED PROGRAM TEAM. THE FOUR JAMMERS FOR THIS COMPETITIVE CONTRACT ARE: AN/ALQ-128B, AN/ALQ-162, AN/ALQ-165, AND AN/ALQ-214.			
<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b> YES    NO <b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b> YES    NO			
<b>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</b>		<b>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY.</b>	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>b. RESTRICTED DATA</b>		<b>b. RECEIVE CLASSIFIED DOCUMENTS ONLY</b>	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</b>		<b>c. RECEIVE AND GENERATE CLASSIFIED MATERIAL</b>	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>d. FORMERLY RESTRICTED DATA</b>		<b>d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE</b>	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>e. INTELLIGENCE INFORMATION:</b>		<b>e. PERFORM SERVICES ONLY</b>	
<b>(1) Sensitive Compartmented Information (SCI)</b>		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</b>	
<b>(2) Non-SCI</b>		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION</b>	
<b>f. SPECIAL ACCESS INFORMATION</b>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>h. REQUIRE A COMSEC ACCOUNT</b>	
<b>g. NATO INFORMATION</b>		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>i. HAVE TEMPEST REQUIREMENTS</b>	
<b>h. FOREIGN GOVERNMENT INFORMATION</b>		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS</b>	
<b>i. LIMITED DISSEMINATION INFORMATION</b>		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE</b>	
<b>j. FOR OFFICIAL USE ONLY INFORMATION</b>		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>l. OTHER</b> <i>(Specify)</i>	
<b>k. OTHER</b> <i>(Specify)</i>		COMSEC REQUIREMENT IS FOR STU II'S	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

<b>12. PUBLIC RELEASE.</b> Any information (classified or unclassified) pertaining to the contract shall not be released for public dissemination except as approved by the International Security Manual or <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Through (specify): <b>COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (741000E), Point Mugu, CA 93042-5049</b> to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) * for review. *In the case of non-DOD User Agencies, request for disclosure shall be submitted to that agency.		
<b>13. SECURITY GUIDANCE.</b> The security classification guidance for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in the guidance, the contractor is authorized, encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under the this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate		
CLASSIFIED WORK CANNOT BE PERFORMED UNTIL A FACILITY CLEARANCE HAS BEEN OBTAINED AT THE CLASSIFICATION LEVEL REQUIRED IN BLOCKS "1A" AND "1B".		
CONTRACTORS POSSESSING RECIPROCAL CLEARANCES ARE NOT ELIGIBLE FOR ACCESS TO INFORMATION RELEASED TO OR DEVELOPED UNDER THIS CONTRACT. SUBCONTRACTING TO CONTRACTORS WITH RECIPROCAL CLEARANCES REQUIRES PRIOR USER AGENCY APPROVAL.		
PRIOR TO THE AUTHORIZATION OF DTIC SERVICES, CONTRACTORS MUST SUBMIT DD FORMS IN ACCORDANCE WITH REQUIREMENTS LISTED IN THE DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPO), CHAPTER 11, SECTION 2.		
<b>14. ADDITIONAL SECURITY REQUIREMENTS.</b> Requirements in addition to ISM requirements, are established for this contract. (If Yes, identify pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of each requirements to the cognizant security office. Use item 13 if additional space is needed.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ADDITIONAL SECURITY REQUIREMENTS HAVE BEEN ADDED TO ITEM 13.		
<b>15. Inspections.</b> Elements of the contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>16. CERTIFICATION AND SIGNATURE.</b> Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.		
<b>a. TYPED NAME OF CERTIFYING OFFICIAL</b> Judy Smith	<b>b. TITLE</b> Contracting Officer Security Representative (COSR)	<b>c. TELEPHONE (Include Area Code)</b> (805) 989-7859 (DSN)
<b>d. ADDRESS (Include Zip Code)</b> COMMANDER CODE 741000E NAVAIRWARCENWPNDIV 6751 AVE., SUITE 1 POINT MUGU, CA 93042-5049	<b>17. REQUIRED DISSEMINATION</b> <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICER FOR PRIME & SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY 741000E, 452D00E (N. DONNER)	
<b>e. SIGNATURE</b> 		

## DD254 ITEM 13 SUPPLEMENTAL PAGE

USE OF STU-III FOR TRANSMISSION OF CLASSIFIED AND/OR SENSITIVE UNCLASSIFIED U.S. GOVERNMENT INFORMATION IS REQUIRED. A COMSEC ACCOUNT WILL BE REQUIRED. GOVERNMENT WILL FURNISH EQUIPMENT FOR THE DURATION OF THIS CONTRACT.

ACCESS TO AND SAFEGUARDING OF COMSEC INFORMATION/MATERIAL SHALL BE IN ACCORDANCE WITH NAVWPNCENINST 2281.1B, NWC IDP 3736, DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), AND DOD 5220.22-S, NISPOM, COMSEC SUPPLEMENT OF LATEST ISSUE AND ALL SUBSEQUENT CHANGES.

THE INSTALLATION OF COMSEC EQUIPMENT UNDER THE CONFIGURATION CONTROL OF NSA WILL BE IN ACCORDANCE WITH OPNAVINST 2221.3C, 5510.93, NTISSI 4000, AND NACSI 4009.

PERSONNEL HAVING ACCESS TO COMSEC INFORMATION SHALL BE BRIEFED BY A GOVERNMENT CMS CUSTODIAN.

ACCESS TO DOCUMENTS CONTAINING INTELLIGENCE INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ATTACHMENT #1, "SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS" AND ATTACHMENT #2, DCID 6/6, "SECURITY CONTROLS ON THE DISSEMINATION OF INTELLIGENCE INFORMATION" PROVIDE GUIDANCE ON CONTROL OF INTELLIGENCE INFORMATION. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFFGUARDED IN ACCORDANCE WITH ATTACHMENT #3.

AIS PROCESSING WILL BE CONDUCTED IN ACCORDANCE WITH THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DOD 5220.22-M; NAVAIR INSTRUCTION 5239.2, SUBJ: NAVAL AIR SYSTEMS COMMAND INFORMATION SYSTEMS SECURITY PROGRAM AND APPROPRIATE LOCAL INFORMATION ASSURANCE (IA) INSTRUCTIONS.

THE CONTRACTOR IS REQUIRED TO PROVIDE OPERATION SECURITY (OPSEC) PROTECTION FOR ALL CLASSIFIED INFORMATION (AS DEFINED BY FAR 4.401) AND SENSITIVE INFORMATION. IN ORDER TO MEET THIS REQUIREMENT, THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM IN ACCORDANCE WITH ATTACHMENT #4, "OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS" DATED AUGUST 1993, AND GUIDANCE PROVIDED. THE DEFENSE SECURITY SERVICE (DSS) WILL PERFORM OPSEC INSPECTIONS AS REQUIRED. PRIOR APPROVAL OF THE CONTRACTING ACTIVITY IS REQUIRED BEFORE IMPOSING OPSEC REQUIREMENTS ON A SUBCONTRACTOR.

ADEQUATE STORAGE WILL BE PROVIDED FOR CLASSIFIED HARDWARE WHICH IS OF SUCH SIZE OR QUANTITY IT CANNOT BE SAFEGUARDED IN A REGULAR SIZE APPROVED STORAGE CONTAINER.

WHERE THE SECURITY CLASSIFICATION GUIDE (S) SPECIFIES A SPECIFIC DATE OR EVENT FOR DECLASSIFICATION, THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958 WILL APPLY.

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT WILL BE MARKED WITH THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTION APPLICABLE PROVIDED BY THE ATTACHED SECURITY CLASSIFICATION GUIDE (S) AND PER THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958.

NAWCWD LABORATORIES SECURITY PROCEDURES FOR NON-GOVERNMENT PERSONNEL/VISITORS WILL BE COMPLIED WITH AND A COPY PROVIDED BY THE USER AGENCY.

THE FOLLOWING SECURITY CLASSIFICATION GUIDE(S) APPLIES AND WILL BE PROVIDED BY THE USER AGENCY AS REQUIRED: OPNAVINST C5513.2B-, AN/ALQ-128B DECEPTIVE ELECTRONICS COUNTERMEASURES, DATED 18 OCT 1999; OPNAVINST C5513.2B-, AN/ALQ-182 DECEPTIVE ELECTRONICS COUNTERMEASURES, DATED 19 OCT 1999; OPNAVINST S5513.8B-31, AN/ALQ-165, AIRBORNE SELF-PROTECTION JAMMER (ASPJ), DATED 13 APR 1998; OPNAVINST S5513.8B-, INTEGRATED DEFENSIVE ELECTRONICS COUNTERMEASURES (IDECM) RADIO FREQUENCY COUNTERMEASURES (RFCM) SUBSYSTEM AN/ALQ-214, DATED 6 AUG 1999.

ACCESS TO SECRET INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPO). FOR ALL WORK PERFORMED ABOARD NAVAL AIR WARFARE CENTER WEAPONS DIVISION (NAWCWD). THE REFERENCE SECURITY REGULATIONS WILL BE THE SECNAVINST 6510.36 SERIES.

CONTRACTOR PERSONNEL REQUIRING/REQUESTING ACCESS TO THE ELECTRONIC WARFARE LABORATORIES AT NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU, CA MUST HAVE PRIOR APPROVAL AND CERTIFICATION OF NEED TO KNOW BY THE NAWCWD CONTRACTING OFFICE REPRESENTATIVE (COR) TO COMPLY WITH INSTRUCTIONS FOR SECURITY PROCEDURES FOR NON-GOVERNMENT PERSONNEL/VISITORS AND SIGN AN ACKNOWLEDGEMENT FORM.

SECURITY REQUIREMENTS AND SECURITY AGREEMENTS FOR SHARED ACCESS OF SECURITY FUNCTIONS BETWEEN THE GOVERNMENT AND THIS CONTRACTOR HAVE BEEN ADDED TO THIS CONTRACT. SHARED ACCESS WILL BE APPROVED FOR INDIVIDUAL DELIVERY ORDERS.

DISTRIBUTION STATEMENTS MUST BE ON ALL CLASSIFIED AND UNCLASSIFIED TECHNICAL DOCUMENTS. REFER TO THE CONTRACT DATA REQUIREMENTS LIST (CDRL) BLOCK 9, FOR THE REQUIRED DISTRIBUTION STATEMENT FOR YOUR DATA, OR YOUR NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU, CA OR NAVAL AIR WEAPONS STATION POINT MUGU, CA POINT OF CONTACT.

ALL PERSONNEL PROPOSED TO PERFORM THIS EFFORT MUST HAVE AN APPROPRIATE CLEARANCE ON FILE AT THE NAVAL BASE VENTURA COUNTY, NAVAL AIR WARFARE STATION SECURITY OFFICE, CODE N21VC, TELEPHONE (805) 989-7670.

SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION  
FOR CONTRACTORS:

1. Intelligence released to cleared DoD contractors, all reproductions thereof, and all other information generated based on, or incorporating data from, remain the property of the U.S. Government. The releasing command shall govern final disposition of intelligence information unless retention is authorized. Provide the Director, ONI (ONI-5) with a copy of the retention authorization.
2. Cleared DoD contractors shall not release intelligence to any of their components or employees not directly engaged in providing services under contract or other binding agreement or to another contractor (including subcontractors) without the consent of the releasing command.
3. Cleared DoD contractors who employ foreign nationals or immigrant aliens shall obtain approval from the Director, ONI (ONI-5) before releasing intelligence, regardless of their LAA.
4. See Attachment #3, DCID 1/7, "Security Controls on the Dissemination of Intelligence Information", dated 30 JUNE 1998.

ATTACHMENT # / TO DD-254



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**DIRECTOR OF CENTRAL INTELLIGENCE DIRECTIVE 6/6<sup>1</sup>****Security Controls on the Dissemination of Intelligence Information**

(Effective 11 July 2001)  
(Administratively Updated 3 May 2002)

Pursuant to the provisions of the National Security Act of 1947, as amended, Executive Order 12333, Executive Order 12958 and implementing directives thereto, policies, controls, and procedures for the dissemination and use of intelligence information and related materials are herewith established in this Director of Central Intelligence Directive (DCID). Applicable provisions cited in DCID 1/1 (19 November 1998) are included by reference. Nothing in this policy is intended to amend, modify, or derogate the authorities of the DCI contained in Statute or Executive Order.

**I. Policy**

A. It is the policy of the DCI that intelligence be produced in a way that balances the need for maximum utility of the information to the intended recipient with protection of intelligence sources and methods. The controls and procedures established by this directive should be applied uniformly in the dissemination and use of intelligence originated by all Intelligence Community components in accordance with the following principles.

B. Originators of classified intelligence information should write for the consumer. This policy is intended to provide for the optimum dissemination of timely, tailored intelligence to consumers in a form that allows use of the information to support all need-to-know customers.

C. The originator of intelligence is responsible for determining the appropriate level of protection prescribed by classification and dissemination policy. Originators shall take a risk management approach when preparing information for dissemination.

<sup>1</sup>This Directive supersedes DCID 1/7, dated 30 June 1998.

Downgrade to  
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when separated from  
classified Annexes.

CL BY: DCI  
DECL ON: X1

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ATTACHMENT # 3 TO DD-254

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**II. Purpose**

A. This Directive establishes policies, controls, and procedures for the dissemination and use of intelligence information to ensure that, while facilitating its interchange for intelligence purposes, it will be adequately protected. This Directive implements and amplifies applicable portions of the directives of the Information Security Oversight Office issued pursuant to Executive Order (E.O.) 12958 and directives of the Security Policy Board issued pursuant to E.O. 12958 and PDD-29.

B. Additionally, this Directive sets forth policies and procedures governing the release of intelligence to contractors and consultants, foreign governments, international organizations or coalition partners consisting of sovereign states, and to foreign nationals and immigrant aliens, including those employed by the US Government.

C. Executive Order 12958 provides for the establishment of Special Access Programs, including Sensitive Compartmented Information. DCID 3/29 provides procedures for the establishment and review of Special Access Programs pertaining to intelligence activities and restricted collateral information. Intelligence Community components may establish and maintain dissemination controls on such information as approved under the policies and procedures contained in DCID 3/29, this DCID, and implementing guidance.

**III. Definitions**

A. "Caveated" information is information subject to one of the authorized control markings under Section IX.

B. "Intelligence Community" (IC) (and agencies within the Intelligence Community) refers to the United States Government agencies and organizations and activities identified in Section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.

C. Intelligence information and related materials (hereinafter referred to as "Intelligence") include the following information, whether written or in any other medium, classified pursuant to E.O. 12958 or any predecessor or successor Executive Order:

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1. Foreign intelligence and counterintelligence defined in the National Security Act of 1947, as amended, and in Executive Order 12333;

2. Information describing US foreign intelligence and counterintelligence activities, sources, methods, equipment, or methodology used for the acquisition, processing, or exploitation of such intelligence; foreign military hardware obtained through intelligence activities for exploitation and the results of the exploitation; and any other data resulting from US intelligence collection efforts; and,

3. Information on Intelligence Community protective security programs (e.g., personnel, physical, technical, and information security).

D. "Need-to-know" is the determination by an authorized holder of classified information that a prospective recipient requires access to specific classified information in order to perform or assist in a lawful and authorized governmental function. Such persons shall possess an appropriate security clearance and access approval granted pursuant to Executive Order 12968, Access to Classified Information.

E. A "Senior Official of the Intelligence Community" (SOIC) is the head of an agency, office, bureau, or other intelligence element as identified in Section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.

F. A "tear line" is the place on an intelligence report (usually denoted by a series of dashes) at which the sanitized version of a more highly classified and/or controlled report begins. The sanitized information below the tear line should contain the substance of the information above the tear line, but without identifying the sensitive sources and methods. This will permit wider dissemination, in accordance with the "need-to-know" principle and foreign disclosure guidelines, of the information below the tear line.

#### IV. General Applicability

A. In support of the Policy Statement in Section I, classifiers of intelligence shall take a risk management approach when preparing information for dissemination. In the interest of the widest possible dissemination of information to consumers with a "need-to-know", classifiers

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shall carefully consider the needs of all appropriate intelligence consumers regarding sources and methods information or sensitive analytic comments and use control markings only when necessary and in accordance with this directive, using tearlines and other formats to meet consumer needs for intelligence.

B. In carrying out this policy, intelligence producers shall prepare their reports and products at the lowest classification level commensurate with expected damage that could be caused by unauthorized disclosure. When necessary, the material should be prepared in other formats (e.g. tear-line form) to permit broader dissemination or release of information.

C. All material shall be portion marked to allow ready identification of information that cannot be broadly disseminated or released, except for material for which a waiver has been obtained under E.O. 12958.

D. The substance of this Directive shall be promulgated by each Intelligence Community component, and appropriate procedures permitting prompt interagency consultation established.

**V. Use By and Dissemination Among Executive Branch Departments/Agencies of the US Government**

A. Executive Order 12958 provides that classified information originating in one US department or agency shall not be disseminated beyond any recipient agency without the consent of the originating agency. However, to facilitate use and dissemination of intelligence within and among Intelligence Community components and to provide for the timely flow of intelligence to consumers, the following controlled relief to the "third agency rule" is hereby established:

1. Each Intelligence Community component consents to the use of its classified intelligence in classified intelligence products of other Intelligence Community components, including its contractors under Section VI, and to the dissemination of those products within executive branch departments/agencies of the US Government, except as specifically restricted by controls defined in this directive or other DCI guidance.

2. As provided in Section V.A.1., classified intelligence that bears no restrictive control markings may be given secondary US dissemination in classified channels to any

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US executive branch department/agency not on original distribution if (a) the intelligence has first been sanitized by the removal of all references and inferences to intelligence sources and methods and the identity of the producing agency, or (b) if the product is not so sanitized, the consent of the originator has been obtained. If there is any doubt concerning a reference or inference to intelligence sources and methods, relevant intelligence documents should not be given secondary dissemination until the recipient has consulted with the originator.

3. Any component disseminating intelligence beyond the Intelligence Community assumes responsibility for ensuring that recipient organizations agree to observe the need-to-know principle and the restrictions prescribed by this directive, and to maintain adequate safeguards.

**VI. Policy and Procedures Governing the Release of Intelligence to Contractors and Consultants**

A. SOICs, or their designees, may release intelligence to appropriately cleared or access-approved US contractors and consultants (hereinafter "contractor") having a demonstrated need-to-know without referral to the originating agency prior to release provided that:

1. At the initiation of the contract, the SOIC or her/his designee specifies and certifies in writing that disclosure of the specified information does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information. If, during the course of the contract, the contractor's requirements for information change to require new or significantly different information, the SOIC or his/her designee shall make a new specification and certification. In cases where the designated official cannot or does not resolve the issue of unfair competitive advantage or conflict of interest, consent of the originator is required;

2. Release is made only to contractors certified by the SOIC (or designee) of the sponsoring organization as performing classified services in support of a national security mission;

3. The contractor has an approved safeguarding capability if retention of the intelligence is required;

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4. Contractors are not authorized to disclose further or release intelligence to any of their components or employees or to another contractor (including subcontractors) without the prior written notification and approval of the SOIC or his/her designee unless such disclosure or release is authorized in writing at the initiation of the contract as an operational requirement;

5. Intelligence released to contractors, all reproductions thereof, and all other material generated based on, or incorporating data therefrom (including authorized reproductions), remain the property of the US Government. Final disposition of intelligence information shall be governed by the sponsoring agency;

6. National Intelligence Estimates (NIEs), Special National Intelligence Estimates (SNIEs), and Interagency Intelligence Memoranda may be released to appropriately cleared contractors possessing an appropriate level facility clearance and need-to-know, except as regulated by provisions concerning proprietary information as defined in Sections VI.A.7 and IX.C below;

7. Except as provided in Section VI.C below, intelligence that bears the control marking "CAUTION-PROPRIETARY INFORMATION INVOLVED" (abbreviated "PROPIN" or "PR") may not be released to contractors, unless prior permission has been obtained from the originator and those providing the intelligence to the originator. Intelligence that bears the control marking, "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (abbreviated "ORCON") may only be released to contractors within Government facilities. These control markings are further described under Sections IX.B and IX.D below; and

8. Authorized release to foreign nationals or foreign contractors is undertaken through established channels in accordance with Sections VII and VIII, and DCID 6/7, Intelligence Disclosure Policy, and the National Policy and Procedures for the Disclosure of Classified Military Information to Foreign Governments and International Organizations (abbreviated title: National Disclosure Policy 1 or NDP 1) to the extent consistent with DCIDs and other DCI guidance.

B. Policies and Procedures for Contractors Inside Government-Owned or Controlled Facilities

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Contractors who perform duties inside a Government-owned or controlled facility will follow the procedures and policies of that sponsoring Intelligence Community member in accordance with Section VI.A of this directive.

**C. Policies and Procedures for Contractors Outside Government-Owned or Controlled Facilities**

Contractors who perform duties outside of Government-owned or controlled facilities will adhere to the following additional policies and procedures:

1. The SOIC of the sponsoring agency, or her/his designee, is responsible for ensuring that releases to contractors of intelligence marked ORCON and/or PROPIN are made only with the consent of the originating agency pursuant to this Directive and through established channels; (See Sections IX.B and IX.C);
2. The sponsoring agency shall maintain a record of material released;
3. Contractors shall establish procedures to control all intelligence received, produced, and held by them in accordance with the provisions of the National Industrial Security Program Operating Manual. This will not impose internal receipt and document accountability requirements for internal traceability and audit purposes;
4. All reproductions and extractions of intelligence shall be classified, marked, and controlled in the same manner as the original(s);
5. Sensitive Compartmented Information released to contractors shall be controlled pursuant to the provisions of DCID 6/1, Security Policy for Sensitive Compartmented Information (SCI); and,
6. Sponsoring agencies shall delete any reference to the Central Intelligence Agency, the phrase "Directorate of Operations" and any of its components, the place acquired, the field number, the source description, and field dissemination from all CIA Directorate of Operations reports passed to contractors, unless prior approval to do otherwise is obtained from CIA.

**VII. Release to Foreign Governments, International Organizations, and Coalition Partners**

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A. It is the policy of the DCI that intelligence may be shared with foreign governments, and international organizations or coalition partners consisting of sovereign states to the extent such sharing promotes the interests of the United States, is consistent with US law, does not pose unreasonable risk to US foreign policy or national defense, and is limited to a specific purpose and normally of limited duration. The release of intelligence to such entities is subject to this Directive, DCID 6/7, and NDP 1 to the extent consistent with DCIDs and other DCI guidance.

1. Intelligence Community elements shall restrict the information subject to control markings to the minimum necessary.

2. If it is not possible to prepare the entire report at the collateral, uncaveated level, IC elements shall organize their intelligence reports and products to identify clearly information not authorized for release to foreign entities.

B. Intelligence information that bears no specific control marking may be released to foreign governments, international organizations, or coalition partners provided that:

1. A positive foreign disclosure decision is made by a Designated Intelligence Disclosure Official in accordance with procedures in DCID 6/7;

2. No reference is made to the originating agency or to the source of the documents on which the released product is based; and,

3. The source or manner of acquisition of the intelligence (including analytic judgments or techniques), and/or the location where the intelligence was collected (if relevant to protect sources and methods) is not revealed and cannot be deduced in any manner.

C. RESTRICTED DATA and FORMERLY RESTRICTED DATA may only be released to foreign governments pursuant to an agreement for cooperation as required by Sections 123 and 144 of Public Law 585, Atomic Energy Act of 1954, as amended.

#### VIII. Dissemination to Non-Governmental Foreign Nationals or Foreign Contractors

A. It is the policy of the DCI that no classified intelligence will be shared with foreign nationals, foreign

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contractors, or international organizations not consisting of sovereign states, except in accordance with the provisions of this section.

B. Intelligence, even though it bears no restrictive control markings, will not be released in any form to foreign nationals or immigrant aliens (including those employed by, used by, or integrated into the US Government) without the permission of the originator. In such cases where permission of the originator has been granted, the release must be in accordance with DCID 6/7, and the NDP 1 to the extent consistent with DCIDs and other DCI guidance.

C. Release of intelligence to a foreign contractor or company under contract to the US Government must be through the foreign government of the country which the contractor is representing, unless otherwise directed in government-to-government agreements or there is an appropriate US channel for release of the information. Provisions concerning release to foreign governments is contained in Section VII above.

#### **IX. Authorized Control Markings**

A. DCI policy is that the authorized control markings for intelligence information described in this Section shall be individually assigned as prescribed by an Original Classification Authority (OCA) or by officials designated by a SOIC and used in conjunction with security classifications and other markings specified by Executive Order 12958 and its implementing directive(s). Unless originator consent is obtained, these markings shall be carried forward to any new format or medium in which the same information is incorporated.

1. To the maximum extent possible, information assigned an authorized control marking shall not be combined with uncaveated information in such a way as to render the uncaveated information subject to the control marking.

2. To fulfill the requirements of Section IX.G.1 below, SOICs shall establish procedures in implementing directives to expedite further dissemination of essential intelligence. Whenever possible, caveated intelligence information reports should include the identity and contact instructions of the organization authorized to approve further dissemination on a case-by-case basis.

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B. "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (ORCON, portion marking (OC))

1. This marking may be used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of distribution of the intelligence beyond its original dissemination. This control marking may not be used when access to the intelligence information will reasonably be protected by use of its classification markings, i.e., CONFIDENTIAL, SECRET or TOP SECRET, or by use of any other control markings specified herein or in other DCIDs. Requests for further dissemination of intelligence bearing this marking shall be reviewed in a timely manner.

2. Information bearing this marking may be disseminated within the headquarters<sup>2</sup> and specified subordinate elements of recipient organizations, including their contractors within Government facilities. This information may also be incorporated in whole or in part into other briefings or products, provided the briefing or intelligence product is presented or distributed only to original recipients of the information. Dissemination beyond headquarters and specified subordinate elements or to agencies other than the original recipients requires advance permission from the originator.

3. Information bearing this marking must not be used in taking investigative or legal action without the advance permission of the originator.

4. As ORCON is the most restrictive marking herein, agencies that originate intelligence will follow the procedures established in the classified DCID 6/6 Annex A, "Guidelines for Use of ORCON Caveat."

C. "CONTROLLED IMAGERY" (IMCON, portion marking (IMC)). This marking will be used on categories of SECRET intelligence information derived from satellite imagery if the disclosure or release could (a) nullify or measurably reduce their effectiveness of certain sensitive analytical methodologies

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<sup>2</sup>Recipients will apprise originating agencies as to which components comprise the headquarters element and identify subordinate elements that may be included as direct recipients of intelligence information.

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that are particularly vulnerable to countermeasures, (b) identify sensitive analytical methodologies that reveal US knowledge of foreign intelligence targets, or (c) compromise other sensitive intelligence sources or methods. Because IMCON is a restrictive dissemination control marking, agencies that originate and/or use Controlled Imagery will follow the procedures established in the classified DCID 6/6, Annex B, "Guidelines for Use of IMCON Caveat."

D. "CAUTION-PROPRIETARY INFORMATION INVOLVED" (PROPIN, portion marking (PR)). This marking is used, with or without a security classification, to identify information provided by a commercial firm or private source under an express or implied understanding that the information will be protected as a proprietary trade secret or proprietary data believed to have actual or potential value.<sup>3</sup> This marking may be used on government proprietary information only when the government proprietary information can provide a contractor(s) an unfair advantage, such as US Government budget or financial information. Information bearing this marking shall not be disseminated outside the Federal Government in any form without the express permission of the originator of the intelligence and provider of the proprietary information. This marking precludes dissemination to contractors irrespective of their status to, or within, the US Government without the authorization of the originator of the intelligence and provider of the information.

E. "NOT RELEASABLE TO FOREIGN NATIONALS" (NOFORN, portion marking (NF)). This marking is used to identify intelligence which an originator has determined falls under the criteria of DCID 6/7, "Intelligence Which May Not Be Disclosed or Released," and may not be provided in any form to foreign governments, international organizations, coalition partners, foreign nationals, or immigrant aliens without originator approval.

F. "AUTHORIZED FOR RELEASE TO [International Standards Organization (ISO) 3166 trigraphs for country(ies) and/or tetragraphs for authorized international organization(s)]" (REL TO, portion marking (REL TO\_) or (REL) as appropriate). This control marking is used when a limited exception to the marking requirements in Section IX.E may be authorized to release the information beyond US recipients. This marking is authorized only when the originator has an intelligence

<sup>3</sup>This provision is a requirement of the Trade Secrets Act, as amended (18 USC 1905). The consent of the originator is required to permit release of material marked CAUTION-PROPRIETARY INFORMATION INVOLVED, PROPIN, or PR to other than federal government employees.

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sharing arrangement or relationship with a foreign government approved in accordance with DCI policies and procedures that permits the release of the specific intelligence information to that foreign government, but to no other in any form without originator consent.

G. Further Dissemination of Intelligence with Authorized Control Marking(s)

1. This Directive does not restrict an authorized recipient of intelligence at any level from directly contacting the originator of the intelligence to ask for relief from a specific control marking(s) in order to further disseminate intelligence material to additional users for which the authorized original recipient believes there is a valid need-to-know. Authorized recipients are encouraged to seek such further dissemination through normal liaison channels for release to US Government agencies or contractors and through foreign disclosure channels for foreign release, on a case-by-case basis, in order to expedite further dissemination of essential intelligence.

2. Authorized recipients may obtain information regarding points of contact at agencies that originate intelligence from their local dissemination authorities or from instructions issued periodically by these intelligence producers. Intelligence products often also carry a point of contact name/office and telephone number responsible for the product. If no other information is available, authorized recipients are encouraged to contact the producing agency of the document to identify the official or office authorized to provide relief from authorized control marking(s).

3. If there are any questions about whom to contact for guidance, recipients are also encouraged to contact the Director of Central Intelligence (DCI) representative at the Commander-in-Chief (CINC) Headquarters, overseas mission, trade delegation, or treaty negotiating team under which they operate.

H. A SOIC may authorize the use of additional security control markings for Sensitive Compartmented Information (SCI), Special Access Program (SAP) information, restricted collateral information, or other classified intelligence information, consistent with policies and procedures contained in DCID 3/29 and this directive. A uniform list of security control markings authorized for dissemination of

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classified information by components of the Intelligence Community, and the authorized abbreviated forms of such markings, shall be compiled in the Authorized Classification and Control Markings Register maintained by the Controlled Access Program Coordination Office (CAPCO) pursuant to DCID 3/29. The forms of the markings and abbreviations listed in this Register shall be the only forms of those markings used for dissemination of classified information by components of the Intelligence Community, unless an exception is specifically authorized by a SOIC.

**X. Dissemination and Disclosure Under Emergency Conditions**

A. Certain emergency situations<sup>4</sup> that involve an imminent threat to life or mission warrant dissemination of intelligence to organizations and individuals not routinely included in such dissemination. When the national command authority (NCA) directs that an emergency situation exists, SOICs will ensure that intelligence support provided to the ongoing operations conforms with this Directive, DCID 6/7, and NDP 1 to the maximum extent practical and consistent with the mission.

B. Dissemination of intelligence under this provision is authorized only if: (a) an authority designated by the military commander or civilian official determines that adherence to this DCID reasonably is expected to preclude timely dissemination to protect life or mission; (b) disseminations are for limited duration and narrowly limited to persons or entities that need the information within 72 hours to satisfy an imminent emergency need; and (c) there is insufficient time to obtain approval through normal intelligence disclosure channels.

C. The disclosing authority will report the dissemination through normal disclosure channels within 24 hours of the

<sup>4</sup> For the purposes of implementing this portion of the DCID, "emergency situation" is defined as one of the following:

- a) declared Joint Chiefs of Staff (JCS) alert condition of defense emergency, air defense emergency or DEFCON 3;
- b) hostile action(s) being initiated against the United States or combined US/coalition/friendly forces;
- c) US persons or facilities being immediately threatened by hostile forces;
- d) US or combined US/coalition/friendly forces planning for or being deployed to protect or rescue US persons, or US/coalition/friendly forces;
- e) US civilian operations in response to US or international disasters/catastrophes of sufficient severity to warrant Presidential declared disaster assistance/relief.

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dissemination, or at the earliest opportunity thereafter as the emergency permits. For purposes of this provision, planning for contingency activities or operations not expected to occur within 72 hours does not constitute "imminent" need that warrants exercise of the emergency waiver to bypass the requirements of this DCID.

D. Military commanders and/or responsible civilian officials will ensure that written guidelines for emergency dissemination contain provisions for safeguarding disseminated intelligence and notifying producers of disclosures of information necessary to meet mission requirements.

E. The NCA, and/or major commands or responsible civilian officials will immediately advise intelligence producers when the emergency situation ends.

#### **XI. Procedures Governing Use of Authorized Control Markings**

A. Any recipient desiring to disseminate intelligence in a manner contrary to the control markings established by this Directive must obtain the advance permission of the agency that originated the intelligence. Such permission applies only to the specific purpose agreed to by the originator and does not automatically apply to all recipients. Producers of intelligence will ensure that prompt consideration is given to recipients' requests with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control marking(s).

B. The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents; incorporated in the text of electrical communications; shown on graphics; and associated (in full or abbreviated form) with data stored or processed in automated information systems. The control markings also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions in accordance with E.O. 12958.

#### **XII. Obsolete Restrictions and Control Markings**

A. The following control markings are obsolete and will not be used in accordance with the following guidelines:

1. WNINTEL and NOCONTRACT. The control markings, Warning Notice - Intelligence Sources or Methods Involved

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(WNINTEL), and NOT RELEASABLE TO CONTRACTORS/CONSULTANTS (abbreviated NOCONTRACT or NC) were rendered obsolete effective 12 April 1995. No permission of the originator is required to release, in accordance with this Directive, material marked WNINTEL. Holders of documents prior to 12 April 1995 bearing the NOCONTRACT marking should apply the policies and procedures contained in Section VI.A for possible release of such documents.

2. Remarking of material bearing the WNINTEL, or NOCONTRACT, control marking is not required; however, holders of material bearing these markings may line through or otherwise remove the marking(s) from documents or other material.

3. Other obsolete markings include: WARNING NOTICE-INTELLIGENCE SOURCES OR METHODS INVOLVED, WARNING NOTICE-SENSITIVE SOURCES AND METHODS INVOLVED, WARNING NOTICE-INTELLIGENCE SOURCES AND METHODS INVOLVED, WARNING NOTICE-SENSITIVE INTELLIGENCE SOURCES AND METHODS INVOLVED, CONTROLLED DISSEM, NSC PARTICIPATING AGENCIES ONLY, INTEL COMPONENTS ONLY, LIMITED, CONTINUED CONTROL, NO DISSEM ABROAD, BACKGROUND USE ONLY, USIB ONLY, and NFIB ONLY:

B. Questions with respect to current applications of all control markings authorized by earlier Directives on the dissemination and control of intelligence and used on documents issued prior to the effective date of this Directive should be referred to the agency or department originating the intelligence so marked.

#### **XIII. Reporting Unauthorized Disclosures**

Violations of the foregoing restrictions and control markings that result in unauthorized disclosure by one agency of the Intelligence Community of another's information shall be reported to the Director of Central Intelligence through appropriate Intelligence Community channels.

#### **XIV. Responsibilities of SOICs**

A. SOICs shall be responsible for the implementation of internal controls and shall conduct training to ensure that the dissemination and release policies contained in this Directive and the limitations on the use of control markings are followed. SOICs shall assure that agency personnel are accountable for the proper marking of classified information under this Directive and Section 5.6 of E.O. 12958.

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B. SOICs shall establish challenge procedures by which US consumers may register complaints about the misuse of control markings or the lack of use of tear line reporting or portion marking. Information concerning such challenges shall be provided to the Security Policy Board staff upon request or for the annual review.

**XV. Annual Report on the Use of Control Markings**

A. The Security Policy Board staff shall report to the DCI and Deputy Secretary of Defense on Intelligence Community compliance with this Directive, including recommendations for further policies in this area. The report will include an in-depth evaluation of the use of control markings in intelligence reporting/production, including consumer evaluations and producer perspectives on implementation of the Directive. The report shall also include information and statistics on challenges formally lodged pursuant to agency procedures under Section 1.9 of Executive Order 12958 within and among intelligence agencies on the use of control markings, including their adjudication and the number of times the authority in Section X was used and the documents provided. In order to inform the Security Policy Board staff of substantive detail in these areas for purposes of this review, Intelligence Community elements shall respond to requests for information from the Security Policy Board staff. Intelligence Community elements may build this program into their Self-Inspection programs under E.O. 12958. The Security Policy Board staff shall also obtain pertinent information on this subject from intelligence consumers as required.

B. The report required by this Section shall be conducted annually, unless otherwise directed by the DCI. The Staff Director, Security Policy Board shall establish the schedule for the report.

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**XVI. Interpretation**

Questions concerning the implementation of this policy and these procedures shall be referred to the Community Management Staff.

A handwritten signature in black ink, appearing to read "George S. T..." with a stylized flourish at the end.

Director of Central Intelligence

11 July 2001  
Date

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**FOR OFFICIAL USE ONLY INFORMATION**

The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation in a DOD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemption 2 through 9 of the Freedom of Information Act.

Other non-security markings, such as "limited Official Use" and "Official Use Only" are used by non-DOD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies.

Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions to it.

**Identification Markings.** An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information on the back page, and on the outside of the back cover (if any). No portion markings will be shown. Within a classified document, an individual page contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."

Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be notified to the extent practical.

**Dissemination.** Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a classified contract.

**Storage.** During working hours, "For Official Use Only" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

**Transmission.** "For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail. Electronic transmission of FOUO information (voice, data, or facsimile) shall be by approved secure communications systems. All means used shall preclude unauthorized public disclosure.

**Disposition.** When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency.

**Unauthorized Disclosure.** Unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

**OPERATIONS SECURITY  
GUIDANCE  
FOR  
CONTRACTORS**

**AUGUST 1993**

**PREPARED BY:  
OPERATIONS SECURITY OFFICE  
SAFETY AND SECURITY DEPARTMENT  
NAVAL AIR WEAPONS STATION  
CHINA LAKE, CALIFORNIA 93555-6001  
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**ATTACHMENT 4 TO DD FORM 254**

## OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS

### DEFINITION

Operations security, or OPSEC, is the process of denying adversaries information about friendly [our] capabilities and intentions by identifying, controlling, and protecting indicators associated with planning and conducting military operations and other activities. OPSEC applies and should be emphasized at all levels of management down to the lowest shop and office level. Essentially, OPSEC has two objectives:

1. Protecting friendly operations
2. Degrading an adversary's war fighting capabilities through denial or control of information essential for planning and decision making.

### BACKGROUND

One of the prime objectives of the U.S. intelligence community is the early acquisition of critical information regarding the research, development, testing, and evaluation (RDT&E) of adversarial military weapon systems and associated hardware. Conversely, there is no doubt that this nation's potential adversaries are also very interested in our own development of military systems.

1. The reason for this mutual interest derives from the basic objectives of military intelligence: to avoid being surprised on the battlefield, while at the same time having the ability to render an adversary helpless through the element of surprise.
2. To avoid being surprised on the battlefield, it is of utmost importance to have prior knowledge of weapons the adversary might use, their capabilities, methods of employment and susceptibility to countermeasures and counterattacks. It is imperative that this information be acquired as early as possible, thus making the development and initial testing phases of a weapon system a prime target for intelligence collection.

The purpose of this foreign intelligence effort is to determine general developmental trends of future U.S. weaponry, to obtain hard-core parametric data about specific weapons in order to devise countermeasures, and to acquire advanced technology that could possibly reduce developmental time and money associated with a country's own military hardware programs.

With this emphasis, it is easy to understand why our potential adversaries are most interested in the work and results of the Department of Defense and its contractors.

Experience from the early days of Vietnam and the original OPSEC effort (code-named Purple Dragon) demonstrated that something other than the traditional security programs [information, personnel, physical and industrial security] was required to maintain this element of surprise and to deter foreign intelligence collection efforts. This has developed the OPSEC concept which, unlike conventional security programs, focuses on identifying and protecting the specific information needed by an adversary to undermine the effectiveness of a specific operation or weapon system.

OPSEC is not designed to replace traditional security programs. Traditional security programs are aimed at the protection of classified information, while OPSEC is aimed at the protection of *Indicators*, classified or unclassified, that reveal *U.S. capabilities or intentions*.

Evaluations of peacetime and crisis deployments; exercises, reconnaissance, systems acquisition tests, personnel, logistics and security functions; test ranges, laboratories, and other activities, revealed the need to apply OPSEC to RDT&E activities as well as combat operations.

## INDICATORS

Unless an adversary has access to planning actions by means of espionage that exploit classified information, he must depend on intelligence derived from detectable activities.

1. Detectable activities include any emission or reflection of energy, any action, or anything that can be easily observed or recorded, and all material available to the public. Detectable activities are defined as activities incident to routine operations that convey information to our adversaries.

2. When detectable activities are observed, photographed or "detected" by human or technical means, they may provide our adversaries with sufficient information to reach conclusions approximating classified information about our intentions and capabilities. This enables our adversaries to make effective planning decisions.

3. Routinely, detectable activities are harmless; however, when the information revealed is essential to the needs of the adversary, it may compromise our end product and negate our efforts. These harmful detectable activities are known as indicators and observables.

a. An indicator is any item of information which reflects an intention or capability. Indicators are obtained from documentation such as supply stubs, personnel records, test schedules, test plans, OPSEC plans, required operational capabilities, program introductions, mission statements, test evaluations, etc.

b. An observable is an activity or anything (such as equipment, technical documents, etc.) that can be observed or photographed by human agents or any of the multidisciplinary technical intelligence collection methods such as the interception and analysis of compromising computer emanations, radio and telephone communications, radar emissions, and other intentional and unintentional electronic emissions, as well as technical imaging techniques such as photography, infrared photography, and radar imagery.

## PROCESS

OPSEC is the process used in the RDT&E community to maintain the element of surprise regarding the development of U.S. weapons systems. OPSEC, as applied to weapons systems development, is the identification, control and protection of the specific essential information needed by an adversary to develop countermeasures and counterattacks, or that which could be crucial in the transfer of technology. The essential information that must be protected need not be classified and is usually viewed as unimportant when examined in isolation.

OPSEC is a systematic process designed to be an integral part of overall planning.

1. OPSEC planners must first establish an OPSEC team composed of employees from various areas. The reason for the team approach is that OPSEC analysis requires close coordination between management, security specialists, and subject matter experts.

2. The key to the OPSEC concept is the identification of the information that requires protection. This information is called Essential Elements of Friendly (our) Information or EEFI and may be corporate proprietary data, classified information, privacy data, For Official Use Only material, or unclassified, but national security-sensitive, information.

3. When identifying EEFI, the team should include those items of information which when put together, would give either a piece or all of the essential information. This step is necessary because an adversary, like a puzzle enthusiast, does not need all the pieces to accurately guess what the picture is.

4. Next the team must identify the threat to that information by creating a composite profile of their adversary's intelligence collection capabilities.

5. Chronologically identifying all activities involving the *essential* information is the next step. All activity, including supporting activities that might reveal essential information, must be reviewed. It is important to ensure the sequence of events is exactly how the operation really works rather than how management plans for it to work.

6. Each event in which sensitive information appears is an opportunity for an adversary to exploit, and is considered an OPSEC vulnerability.

7. It is imperative to assume the adversary's point of view during the OPSEC process; in order to know what our adversaries see, we must look at our operations with their eyes. Additionally, from a fiscal point of view, if an adversary cannot exploit a vulnerability because of the limitations in his intelligence collection capabilities, then no countermeasures are required. On the other hand, if the adversary has the capability to exploit a vulnerability, then countermeasures are warranted.

8. Finally, the OPSEC team should prioritize the vulnerabilities from the most to the least serious. Then the team can select countermeasures most effectively, using such factors as cost, ease of implementation, and number of vulnerabilities reduced.

9. Two concepts the OPSEC team should consider when developing countermeasures are:

- a. Vulnerabilities can often be minimized but rarely eliminated
- b. The objective of the OPSEC program is to make collection sufficiently difficult to persuade the adversary to collect information somewhere else.

### SPECIAL CONSIDERATIONS

Normally, contractors activities do not in and of themselves, generate a great deal of sensitive information or EEFI; however, contractor facilities, equipment and employees are used to store, transmit and process classified information, unclassified but national security-sensitive information, and EEFI which was generated outside their facilities.

Contractor activities usually have little intrinsic intelligence value until associated with a specific weapon system or activity. Unclassified, non-proprietary, For Official Use only, and privacy data are not generally national security-related issues; however, this type of information, when merged with information pertaining to specific weapons or weapons systems, may become sensitive or even classified. Therefore, it is incumbent upon all contractors to ascertain the sensitivity of information before introducing the information into their facilities.

Operations and activities can be roughly divided into two categories with respect to OPSEC: work performed inside workspaces and work performed outside workspaces.

1. Inside workspaces OPSEC is covered by traditional security programs. Protecting information whether contained in computers, on written documents, or in communications networks is a matter of complying with information, personnel, and physical security procedures. The essence of OPSEC inside work spaces is identifying the information you need to protect, establishing minimum procedures for protecting that information, and communicating this to employees.

The sensitivity of information received by (as opposed to generated by) the facility from external sources must be determined and appropriately communicated to employees at the time this information is received at the facility.

2. Whenever work is performed outside workspaces, or whenever EEFI is released from your workspaces (to other workspaces in or out of your facility) for whatever reason, an OPSEC determination is necessary: will the activities unnecessarily expose sensitive information, and what can be done to counter this exposure? This analysis must then be documented in the form of an OPSEC plan. The OPSEC plan must address five issues:

- a. The activity that involves the sensitive information
- b. The sensitive information that might be exposed
- c. The threat to that information
- d. Where the information is vulnerable or what is it about the activity that exposes this information
- e. What countermeasures can be applied to reduce or eliminate these vulnerabilities.